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8 Henderson Hospitality LLC.

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10 **UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**

12 ***

13 JOSHUA WEISE,
14 Plaintiffs,
15 vs.

CASE NO.: 2:17-cv-00480-GMN-GWF

**STIPULATION AND ORDER FOR
DISMISSAL WITH PREJUDICE**

16 HENDERSON HOSPITALITY, LLC d/b/a
HAMPTON INN & SUITES LAS VEGAS-
17 HENDERSON; EMPLOYEE(S)/AGENT(S)
DOES 1-10; AND ROE CORPORATIONS
18 11-20, inclusive
19 Defendants.

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21 IT IS HEREBY STIPULATED AND AGREED by and between the Plaintiff Joshua
22 Weise, by and through his attorney, and Defendant Henderson Hospitality, LLC, d/b/a as
23 Hampton Inn & Suites Las Vegas, by and through its attorneys LEWIS BRISBOIS
24 BISGAARD & SMITH LLP, that all of Plaintiff's claims, and causes of action against

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1 Defendant in the above-entitled action shall be dismissed, with prejudice, each party to
2 bear their own attorney's fees and costs.

3 The parties agree that this Court shall retain jurisdiction over this matter in the
4 event any dispute arises.

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6 DATED: July 11, 2017

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8 /s/ Christian Gabroy
Christian Gabroy, Esq.
9 Nevada Bar No. 8805
The District at Green Valley Ranch
10 170 South Green Valley Parkway
Suite 280
11 Henderson, Nevada 89012
12 *Attorneys for Plaintiff*

/s/ Cayla Witty
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Henderson Hospitality LLC

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16 **ORDER**

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18 In light of the above stipulation, IT IS HEREBY ORDERED that this action is dismissed
19 with prejudice, each party to bear their own attorney's fees and costs. The Court,
20 however, rejects the parties' broad request to retain jurisdiction in the event "any
21 dispute" arises. *See Mitchell v. Maurer*, 293 U.S. 237, 244 (1934) (holding that parties
cannot confer subject matter jurisdiction by agreement where it otherwise does not
exist). The Court must have an independent basis for jurisdiction over any dispute.

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24 DATED: this 26, in July, 2017.

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UNITED STATES DISTRICT COURT JUDGE